

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p align="center">LEASE AMENDMENT</p>	<p align="center">LEASE AMENDMENT No. 1 (Negotiated)</p>
<p>ADDRESS OF PREMISES: Market Square North 401 9th Street, NW Washington, DC 20004</p>	<p>TO LEASE NO. GS-11P-LDC00427</p> <p>PDN Number:</p>

THIS AMENDMENT is made and entered into between:

Square 407 Limited Partnership, hereinafter called the "Lessor", whose address is:

c/o Boston Properties
2200 Pennsylvania Avenue, NW, Suite 200W
Washington, DC 20037-1701

and the **UNITED STATES OF AMERICA**, hereinafter called the "Government".

WHEREAS, the parties hereto desire to amend the above Lease. The purpose of this Lease Amendment is to (1) establish the Government's acceptance of the leased space; (2) confirm the square footage of the leased space; (3) establish the Commencement Date of the lease; (4) confirm the Annual Rent for the leased space; (5) confirm the Tenant Improvement Allowance, BSAC amount, and Additional Cash Allowance and Government's use of the funds; (6) confirm the Annual Rent components; (7) confirm the rental abatement; (8) confirm the Commission Credit; (9) memorialize the conversion of unused Additional Cash Allowance to Additional Free Rent; (10) outline the rental payments due, minus free rent, Commission Credit, and additional free rent for the first 18 months of the lease; (11) confirm the Government's percentage of occupancy; and (12) confirm that all other terms and conditions are in full force and effect.

This Lease Amendment contains 5 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

[See Attached Signature Page for Lessor.]

Name: See Lessor Signatures
Title: on page 5 of 5
Entity: _____
Date: _____

FOR THE GOVERNMENT:

Kevin M. Terry

Name: Kevin M. Terry
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: Nov. 10, 2022

WITNESSED FOR THE LESSOR BY:

[See Attached Signature Page for Lessor.]

Name: _____
Title: _____
Date: _____

	YEARS 1-5	YEARS 6-10	YEARS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$758,361.92	\$806,467.92	\$854,573.92
OPERATING COSTS ²	(b) (4)		
TENANT IMPROVEMENTS RENT ³			
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴			
TOTAL ANNUAL RENT	\$1,046,305.50	\$1,094,411.50	\$1,142,517.50

¹Shell rent calculation:(Years 1-5) \$31.52⁵ per RSF multiplied by the RSF stated under Paragraph 1.01

(Years 6-10) \$33.52 per RSF multiplied by the RSF stated under Paragraph 1.01

(Years 11-15) \$35.52 per RSF multiplied by the RSF stated under Paragraph 1.01

(b) (4)

7. **Rental Abatement:** Notwithstanding any of the terms stated above, in accordance with the Lease negotiations, the Lessor has offered free rent to the Government in the amount of **\$697,537.04**. The application of this free rent shall be as follows:

Month 1 (6/8/2022 - 6/30/2022) Rental Payment of \$66,847.30 minus free rent of \$66,847.30 equals \$0.00 adjusted 1st Month's Rent.*

Month 2 (7/1/2022 - 7/31/2022) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 2nd Month's Rent.

Month 3 (8/1/2022 - 8/31/2022) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 3rd Month's Rent.

Month 4 (9/1/2022 - 9/30/2022) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 4th Month's Rent.

Month 5 (10/1/2022 - 10/31/2022) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 5th Month's Rent.

Month 6 (11/1/2022 - 11/30/2022) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 6th Month's Rent.

Month 7 (12/1/2022 - 12/31/2022) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 7th Month's Rent.

Month 8 (1/1/2023 - 1/31/2023) Rental Payment of \$87,192.13 minus free rent of \$87,192.13 equals \$0.00 adjusted 8th Month's Rent.

Month 9 (2/1/2023 - 2/28/2023) Rental Payment of \$87,192.13 minus free rent of \$20,344.83 equals \$66,847.30 adjusted 9th Month's Rent.

* Month 1 is a partial month.

8. **Commission Credit:** The Commission and Commission Credit stated in Paragraph 1.04 of the Lease shall remain unchanged and is restated here only for convenience. Notwithstanding the "Rent and Other Consideration" paragraph of the Lease, the shell rental payments due and owing under this Lease shall be reduced to fully recapture the Commission Credit outlined in Paragraph 1.04 of the Lease (b) (4). The reduction in shell rent shall commence with the first month of the rental payments due after the rental abatement period and continue as indicated in this schedule for adjusted Monthly Rent:

Month 10 (3/1/2023 - 3/31/2023) Rental Payment of \$87,192.13 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 10th Month's Rent.*

Month 11 (4/1/2023 - 4/30/2023) Rental Payment of \$87,192.13 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 11th Month's Rent.*

Month 12 (5/1/2023 - 5/31/2023) Rental Payment of \$87,192.13 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 12th Month's Rent.*

Month 13 (6/1/2023 - 6/30/2023) Rental Payment of \$87,192.13 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 13th Month's Rent.*

Month 14 (7/1/2023 - 7/30/2023) Rental Payment of \$87,192.13 minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 14th Month's Rent.*

(b) (6)

LESSOR

GOVERNMENT: KT

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* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

9. **Additional Free Rent:** As outlined in Paragraph 5 above, the Government only utilized \$708,767.61 of the \$1,106,438.00 in Additional Cash Allowance. The balance (\$397,670.39) shall be converted to additional free rent. Therefore, the rental due for months 15, 16, 17, and 18 (\$87,192.13 per month) shall be fully abated (totaling \$348,768.52), leaving a balance of \$48,901.87. The rental due for month 19 shall be \$38,290.26 (\$87,192.13 minus \$48,901.87).
10. The following table illustrates the monthly rent, rent abatement, Commission Credit, Additional Free Rent, and the resulting rent due to the Lessor for the first 19 months of the Lease Term. Beginning with month 20, the monthly rent of \$87,192.13 will commence without reduction. This rental chart is subject to change based on applicable CPI adjustments.

Month #	From	To	Rent	Rent Abatement	BCC	Additional Free Rent	Rent Due to Lessor
1	6/8/2022	6/30/2022	\$66,847.30	(\$66,847.30)			\$0.00
2	7/1/2022	7/31/2022	\$87,192.13	(\$87,192.13)			\$0.00
3	8/1/2022	8/31/2022	\$87,192.13	(\$87,192.13)			\$0.00
4	9/1/2022	9/30/2022	\$87,192.13	(\$87,192.13)			\$0.00
5	10/1/2022	10/31/2022	\$87,192.13	(\$87,192.13)			\$0.00
6	11/1/2022	11/30/2022	\$87,192.13	(\$87,192.13)			\$0.00
7	12/1/2022	12/31/2022	\$87,192.13	(\$87,192.13)			\$0.00
8	1/1/2023	1/31/2023	\$87,192.13	(\$87,192.13)			\$0.00
9	2/1/2023	2/28/2023	\$87,192.13	(\$20,344.83)			\$66,847.30
10	3/1/2023	3/31/2023	\$87,192.13		(\$52,603.91)		\$34,588.22
11	4/1/2023	4/30/2023	\$87,192.13		(\$52,603.91)		\$34,588.22
12	5/1/2023	5/31/2023	\$87,192.13		(\$52,603.91)		\$34,588.22
13	6/1/2023	6/30/2023	\$87,192.13		(\$52,603.91)		\$34,588.22
14	7/1/2023	7/31/2023	\$87,192.13		(\$52,603.91)		\$34,588.22
15	8/1/2023	8/31/2023	\$87,192.13			(\$87,192.13)	\$0.00
16	9/1/2023	9/30/2023	\$87,192.13			(\$87,192.13)	\$0.00
17	10/1/2023	10/31/2023	\$87,192.13			(\$87,192.13)	\$0.00
18	11/1/2023	11/30/2023	\$87,192.13			(\$87,192.13)	\$0.00
19	12/1/2023	12/31/2023	\$87,192.13			(\$48,901.87)	\$38,290.26
			Totals:	\$697,537.04	\$263,019.55	\$397,670.39	

11. **Percentage of Occupancy:** The Government's Percentage of Occupancy, as stated in Paragraph 1.12 of the Lease, shall remain ~~5.503288~~ percent (total Government Space of 24,053 RSF divided by the total Building Space of 437,066 RSF).
12. All other terms and conditions of the Lease remain in full force and effect.

This document does not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty (30) days after the date of execution by the Government's Contracting Officer.

(b) (6)

LESSOR: GOVERNMENT: KT

Lease Amendment Form
REV (10/20)

LESSOR:

SQUARE 407 LIMITED PARTNERSHIP, a District of Columbia limited partnership

BY: BP MARKET SQUARE NORTH GP LLC, a Delaware limited liability company, a general partner

BY: MARKET SQUARE NORTH ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, its managing member

BY: BOSTON PROPERTIES LLC, a Delaware limited liability company, its general partner

BY: BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership, its managing member

BY: BOSTON PROPERTIES, INC., a Delaware corporation, its general partner

BY: (b) (6)

Name: John J. Stroman

Title: Executive VP, Co-Head of the Washington, DC Region

Date: _____

BY: SQUARE 407 GOULD GP LLC, District of Columbia limited liability company, a general partner

BY: GOULD PROPERTY COMPANY, a Maryland corporation, its sole member

BY: (b) (6)Name: 1005 DOW/ Gough StTitle: PRESIDENTDate: 11/2/22BY: (b) (6)Name: Amendia R. BurtonTitle: Authorized SignatoryDate: 11/2/22(b) (6)LESSOR: 10 GOVERNMENT: KT